

CITY OF NEWARK

Delaware

RFP – 16-02

SCADA INTEGRATION SERVICES FOR PUBLIC WORKS AND WATER
RESOURCES PROJECTS

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NOTICE

The City of Newark will accept sealed proposals for SCADA Integration Services for Public Works and Water Resources Projects. Proposals will be received in the Purchasing Office, Newark Municipal Building, 220 S. Main Street, Newark, Delaware 19711 until 2:00 p.m., Tuesday, April 12, 2016.

Copies of this request may be obtained on the City's website at <http://www.cityofnewarkde.us>.

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A. PURPOSE AND INTENT

The Public Works and Water Resources Department (the Department) is responsible for the planning, design, inspection and operation of the City of Newark's water and wastewater utilities. To accomplish these tasks, the Department plans to utilize professional services for the development, supply, and delivery of Supervisory Control and Data Acquisition (SCADA) systems for water and wastewater facilities. This role shall be referred to as the SCADA Integrator or "Integrator".

B. SCOPE OF SERVICES

The scope of services required by the City in connection with this request for proposal covers the entire spectrum of services that are customarily provided to governmental entities by professional SCADA integration firms. The services provided should include, but need not necessarily be limited to the following:

1. Review existing facilities and develop short- and long-term plans for the development of a citywide water and wastewater SCADA system, including but not limited to a communication system, servers, computers, human interface modules, SCADA software and operating systems, and reporting software.
2. Review proposed improvements for water and wastewater facilities and recommend elements necessary for SCADA implementation, including but not limited to hardware, telemetry devices, communications equipment, electrical infrastructure, programmable logic controllers (PLCs), and control systems.
3. Provide a modular architecture, MS Windows-based SCADA system, with dynamic graphic displays, customizable interfaces, real-time trending and data logging, and alarms. All SCADA system work is to be provided with the Integrator as the lead, and delivered as a complete package per project or assignment.
4. Review specific facilities and sites and propose elements necessary to

automate operations and controls, and to integrate those facilities into a SCADA system.

5. Perform project management tasks and integration services for SCADA and controls projects including overseeing the entire project from the design phase and/or contract implementation to the project's completion, including construction/installation, electrical installations, communications installations, inspection and startup services. The integrator is to provide all materials and labor necessary to deliver complete "turnkey" projects.
6. Perform on-call and emergency response on water and wastewater related controls and SCADA emergencies. The Integrator shall be available and capable of responding on-site to an emergency call within one hour of notification.
7. Additional elements on which work may be performed include, but are not limited to telemetry surveys, security and encryption of data and operating systems, electrical and controls system testing and troubleshooting, data collection, and development of standardization for parts, sensors, components.
8. The Integrator shall be aligned with equipment and software vendors that provide readily-available equipment and materials, open-access to software and programming, and flexibility of hardware, devices, and equipment for integration projects.
9. The selected firm(s) will be required to work closely with the Department's staff and their consultants. During the performance of on-site services, the firm's project manager and/or field representative shall be available at all times via cellular phones.

C. QUALIFICATIONS

The written proposal shall, at a minimum, include the following information:

1. The firm name and contact person, together with the address, telephone number, facsimile number (if applicable) and email address, of the office from which the services will be provided. Any subconsultants or subcontractors must also be included with the same detail.
2. A brief history of the firm (limit two pages), including organization structure, location of management and offices, and evidence that the firm is authorized to do business in the State of Delaware.
3. A description of the services, specifically relating to the governmental, water, and wastewater sector, which the proposer is capable of providing, together with an explanation of how these services might best assist the City. Include specific information on specialized resources available to your firm such as computer capability, testing, troubleshooting, access to market

information, personnel with specialized knowledge and expertise in the governmental field, as well as access to readily available SCADA related hardware, software, and equipment.

4. A chronological listing of the governmental, water, and wastewater engagements, highlighting projects located within the State of Delaware, for which your firm and/or staff has served over the past five (5) years. Be sure to include specific dates and a brief description of the services provided. A minimum of three (3) projects must be for integration of SCADA and controls into a new or existing water or wastewater facility.
5. A list of references the City may contact in order to assist in the evaluation of your past performance. Please limit these references to governmental, water, or wastewater entities with the State of Delaware to whom you have provided services over the past three (3) years. For each reference listed, the information provided should consist of the following:
 - (1) Name and mailing address of the entity.
 - (2) Name and telephone number of your contact person within said entity.
6. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings or ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.
7. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one firm to perform the required services to avoid conflict of interest and other similar occurrences.)
8. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide Integration Services and Project Management. However, any elaborate brochures, voluminous examples, or 254 and 255 forms are neither required nor desired.

D. GENERAL REQUEST FOR PROPOSAL INFORMATION

1. Questions - Any questions concerning the technical aspects of this RFP should be directed to Thomas A. Coleman, P.E., Director, Public Works and Water Resources Department, 302-366-7000 or tcoleman@newark.de.us or Tim Filasky, P.E., Deputy Director, Public Works and Water Resources Department, 302-366-7000 or tfilasky@newark.de.us. Questions regarding the submission of RFPs or procedures of evaluation should be directed to Cenise Wright, Purchasing Administrator, 302-366-7000 or cwright@newark.de.us.
2. Rejection of Proposals - The City reserves the right to reject any or all proposals if deemed to be in the best interest of the City to do so. The City shall have the full authority to award projects to the firm who best meets the specifications and conditions of this RFP.
3. The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services involved with each project.
4. Revisions to RFP/Addendum - In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms which received the initial RFP in the form of an addendum. Firms are responsible to confirm receipt of all addenda prior to proposal submittal.
5. Assignment – The firm shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
6. Acceptance of Proposal Content - The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.
7. Termination of Contract - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
8. Accounting Records – Individual work orders will be negotiated based on the submitted “Basis for Fees”.
9. Ownership of Material - Ownership of all data, material, and documentation originated and prepared for the City pursuant to this proposal or any subsequent agreement shall be transferred to the City upon completion of the work. This documentation shall include both hard copies and electronic

documentation.

10. Approval – In the event that City Council is required to approve the award of this Request for Proposal, the selected firm(s) may be required to attend the Council Meeting to address any questions. Costs for attendance shall be incorporated in the bid.
11. Term of Contract – The length of the contract will be for two (2) years. By mutual consent of the contracted firm(s) and the City, the contract may be renewed or extended for additional one (1) year periods, not to exceed a total of four (4) years. This option shall be exercised only if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable.
12. Time of Completion and Liquidated Damages

The City will work with the selected firm to establish an agreed upon time schedule for the completion of each task prior to issuance of individual purchase orders. The Contractor agrees to pay liquidated damages for each consecutive calendar day the work is extended beyond said completion date according to the chart below. The column indicated in the chart as “Calendar Day” will be used in the assessment of liquidated damages.

| Original Task Amount | | Daily Charge | |
|----------------------|------------------|--------------|----------|
| From More Than | To and Including | Calendar Day | Work Day |
| \$ 0 | 25,000 | \$ 195.00 | \$275.00 |
| 25,000 | 50,000 | 210.00 | 300.00 |
| 50,000 | 100,000 | 270.00 | 395.00 |
| 100,000 | 500,000 | 500.00 | 710.00 |
| 500,000 | 1,000,000 | 580.00 | 825.00 |
| 1,000,000 | 2,000,000 | 595.00 | 850.00 |
| 2,000,000 | 5,000,000 | 630.00 | 900.00 |
| 5,000,000 | 10,000,000 | 665.00 | 950.00 |
| 10,000,000 | over | 1,200.00 | 1,500.00 |

E. PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria. The City of Newark reserves the right to reject any/and all proposals received and to award the contract for project services to the firm or firms which the City of Newark believes will offer the best value on this project.

Factor

- Reputation and experience of the firm(s) in connection with SCADA system development for water and wastewater utilities.

Point Range 0-30

- Organization and structure of firm

Point Range: 0-15

- Qualifications of staff to be assigned. Education, position in firm, type and years of experience will be considered, as derived from the written proposal.

Point Range: 0-25

- Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals.

Point Range: 0-20

- Location of office performing work.

Point Range: 0-10

Maximum Points: 100

DISCOVERY

After the proposals are evaluated, up to the three (3) highest ranked firms will be required to spend a minimum of two (2) business days, on-site with the Department, to better understand the processes, procedures and operations of the Department. All bidders will be on-site at the same time to ensure transparency and prohibit favoritism. The City may elect to select less than three firms for the discovery process.

Upon completion of discovery, the selected firms will have an opportunity to revise their original bid proposal to include any necessary changes to ensure the project is successful.

Bid presentations will then be made by the finalists to deliver their proposed solution.

The vendors are then given a final ranking by the review committee after their site visit and oral presentation.

Firms will be required to include the travel expense cost for discovery as a separate line item in their “Basis for Fees” (see Section F below). If this cost is not given, or the bidder does not agree to this stipulation, then their bid will be rejected. The unsuccessful firms will be reimbursed for their travel expenses for discovery only up to \$1000.00. Supporting documentation of travel expenses will be required for reimbursement.

F. BASIS FOR FEES SUBMISSION

In a separate envelope (see Section H for details) provide a “Basis for Fees” in sufficient detail to provide the broad array of services anticipated in this solicitation.

Firms will be required to include the travel expense cost for discovery as a separate line item in their “Basis for Fees”. If this cost is not given, or the bidder does not agree to this stipulation, then their bid will be rejected.

G. EVALUATION COMMITTEE

The proposals will be evaluated by a Committee comprised of the Director of Public Works and Water Resources, the Deputy Director of Public Works and Water Resources, Water Operations Superintendent, Purchasing Administrator, and the IT Manager.

H. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. **In one sealed envelope, six (6) copies of the Proposal marked RFP 16-02, SCADA Integration Services for Public Works and Water Resources Projects”, and the Proposal Security are required.**
2. **In another separate and sealed envelope marked Basis for Fees RFP 16-02, SCADA Integration Services for Public Works and Water Resources Projects. This envelope will not be opened until firms have been ranked. Cost will not be a determinant for selection.**
3. Both envelopes must be received on or before 2:00 p.m. on Tuesday, April 12, 2016 at the City of Newark, Purchasing Office, 220 S. Main Street, Newark, Delaware 19711.

I. REQUIREMENTS

1. Insurance and Indemnification

The selected firm shall provide evidence of professional liability insurance in the amount of \$3,000,000, as well as acceptable certificates of workers' compensation, auto liability and general liability.

2. Proposal Security

Each proposal submittal must be accompanied by a certified check, cashier's check or bid security bond in the amount of \$5,000 payable to the City of Newark. Failure to provide this proposal security may be grounds for rejection of the proposal. If a bid bond is submitted the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

Following evaluation and negotiations of a final agreement with a firm, its principals will be expected to execute the agreement within fourteen (14) calendar days after receiving notice of award. Failure to proceed with the execution of the agreement/submittal of Performance Bond will result in the forfeiture of the security to the City of Newark. Any certified check, or cashier's check submitted as proposal security shall be returned to all unsuccessful bidders one hundred and twenty (120) calendar days after the proposal submittal date.

3. Performance Bond

Each firm submitting a proposal for consideration in association with this RFP is hereby advised of the possibility of Newark requiring a Performance Bond at the time of finalizing an agreement. This requirement may be required to guarantee Newark faithful performance of the agreement by the successful firm. If required, the amount/requirement will be included in any resulting and final agreement and will be aligned with the cost of the project or projects. If required, the Performance Bond shall be provided to the City with the executed agreement within fourteen (14) calendar days after notice of award. Upon receipt of the executed final agreement and, if required the Performance Bond, the City will return any certified check or cashier's check submitted as Proposal Security to the successful bidder.

4. The firm shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising

out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright or patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.

5. Further, the firm recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this request for proposal must be strictly addressed by the firm with the submittal of its proposal.
6. The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City of Newark liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.
7. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.

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SCADA INTEGRATION SERVICES FOR PUBLIC WORKS AND WATER RESOURCES
PROJECTS

BOND TO ACCOMPANY PROPOSAL

(Not necessary if Certified Check or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT
_____ of _____ in the
County of _____ and the State of _____ as
Principal, and _____ of
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of
\$5,000 dollars to certify proposal for 120 days from submission, to be paid to said City of
Newark for use and benefit of the Mayor and Council of Newark, for which payment well
and truly to be made, we do bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, for and in the whole, firmly by these presents. Sealed
with our seals, dated the _____ day of _____ in the year of our Lord, Two
Thousand and Sixteen (2016).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound
principal _____ who has submitted to said City of
Newark, a certain proposal to enter into a certain Agreement/Contract/Project(s) resulting
from RFP No. 16-02, Scada Integration Services for Public Works and Water Resources
Projects, shall be awarded said contract, and if said
_____ shall well and truly enter into and execute
said contract and furnish therewith such surety bond (performance bond) or bonds as
may be required by the terms of said Agreement/Contract and approved by the City of

Newark, said contract, and said bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said RFP, then this obligation/agreement unless void in writing by both parties shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF THIS WITNESS:

SIGNATURE: _____

PRINTED
NAME: _____ (SEAL)

WITNESS SIGNATURE

DATE: _____

PRINTED NAME

SIGNATURE: _____

PHONE: _____

PRINTED
NAME: _____ (SEAL)

DATE: _____

DATE: _____